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CHANDIGARH ADMINISTRATION
HOME DEPARTMENT

Notification

The 11th February, 2025

No. 6/1/1-IH(I)-2025/1962.—In partial modification of this Administration's Notification No. 6/1/1-IH(I)-2024/18285-92, dated 27.12.2024 regarding declaring of Public Holidays in the Union Territory of Chandigarh during the calendar year 2025, **the 12th February, 2025 (Wednesday)** will now be observed as Public Holiday in all the Government Offices/Boards/Corporations/ Institutions including Industrial Establishments under the Chandigarh Administration on account of **Birthday of Sri Guru Ravi Dass Ji** instead of Restricted Holiday (already declared).

Chandigarh, dated
The 11th February, 2025.

MANDIP SINGH BRAR, IAS,
Home Secretary,
Chandigarh Administration.

Signature Not Verified
Digitally signed by
Jalinder Kumar
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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 11th February 2025

No. 494588-HII(2)-2024/2352.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **16/2023** dated **01.01.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

TIPU KUMAR S/O SH. TRIBHUWAN SINGH, H.NO.163, ROOM NO.4, VILLAGE KANSAL,
DISTRICT MOHALI. (WORKMAN)

AND

WELGROW HOTEL CONCEPT PVT. LTD., 312-A, 3RD FLOOR, ELANTE MALL,
INDUSTRIAL AREA, CHANDIGARH THROUGH ITS MANAGING DIRECTOR.
(MANAGEMENT)

AWARD

1. Tipu Kumar, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the claimant-workman (*here-in-after 'workman'*) was appointed by the management as Storekeeper-cum-Cashier on 01.07.2015. The workman remained in the continuous & uninterrupted employment up to 24.07.2020, when his services were illegally & wrongly terminated by refusing of work. At the time of termination, the workman was drawing ₹ 18,000/- per month as wages. On 25.07.2020, when the workman went to attend his normal duty, he was refused work by the management without assigning any reason & notice. The refusal of work which amounts to termination is 'retrenchment' under Section 2(oo) of the ID Act. The management has violated Section 25F of the ID Act. No charge-sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Violation of the same makes the termination void. The workman was covered under the Employees' State Insurance (ESI) and Provident Fund (PF) scheme. The management used to deduct contribution towards PF from the wages but the same were not deposited in the name of workman with the office of Provident Fund Commissioner. For his reinstatement, the workman served upon the management a demand notice dated 29.08.2027. The management neither denied the contents of demand notice nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention. The dispute could not be settled within the stipulated period. The termination is illegal, wrongful, motivated, against the principle of natural justice and unfair labour practice. The workman remained unemployed during the period i.e. from the date of termination to till date. Prayer is made that the workman may be reinstated with continuity of service along with full back wages without any change in his service condition and with all attendant benefits.

3. On notice, the management contested the claim statement by filing written statement wherein preliminary objections are raised on the ground that present claim statement is not maintainable and is without jurisdiction. The matter does not fall within the adhibit of Section 2A of the ID Act. The workman himself left the services of the management. Thus, the question of termination from the management never arises. As per the record, the workman joined the services of the management on 15.07.2015 and had worked till the declaration of 1st lockdown. Due to COVID-19 pandemic the entire hotel industry had come to a halt. The management started their business activities in August, 2020 and at that point of time, the management

contacted the workman, but he never responded and also not visited the management, which implies that the workman was no more interested in the work of the management.

4. Further on merits, it is stated that workman joined the management on 15.07.2015 and enrolled under ESI / PF since 01.04.2016, when the management came under the eligibility of the statute. The management deposited the ESI / PF contribution on a regular basis till his last date of working. It is admitted that the workman served a demand notice upon the management. The management filed a detailed reply before the Learned Conciliation Officer denying the averments of demand notice. Further similar stand is taken as taken in the preliminary objections. Rest of the averments of claim statement are denied being misconceived, misstate and false. Prayer is made that claim statement may be dismissed.

5. The workman filed rejoinder on 19.01.2024, wherein the contents of written statement except admitted facts are denied as wrong and averments of the statement of claim are reiterated.

6. From the pleadings of the parties, following issues were framed vide order dated 19.01.2024 :-

1. Whether the termination of the services of the workman is illegal, if so, to what effect and to what relief he is entitled to ? OPW
2. Whether the claim statement is not maintainable in the present form ? OPM
3. Relief.

7. In evidence, workman Tipu Kumar examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A'. On 12.09.2024, Learned Representative for the workman closed evidence of the workman in affirmative.

8. On the other hand, the management examined MW1 Mohan Singh Negi - Manager M/s Welgrow Hotels Concept Pvt. Ltd., who tendered his affidavit Exhibit 'MW1/A' along with copy of resolution dated 17.09.2024 vide Exhibit 'M1'. In cross-examination MW1 brought on record documents i.e. copy of reply dated 27.12.2022 to the demand notice dated 29.08.2022 vide Exhibit 'M2'. On 23.12.2024 Learned Representative for the management closed evidence.

9. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise finding are as below :-

Issue No. 1 :

10. Onus to prove this issue is on the workman.

11. Under this issue workman Tipu Kumar examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto, which are not reproduced here for sake of brevity.

12. To controvert the workman's claim, Learned Representative for the management referred testimony of MW1 Mohan Singh Negi, who vide his affidavit Exhibit 'MW1/A' deposed that he is authorised Representative of M/s Welgrow Hotels Concepts Pvt. Ltd. And in that official capacity has gone through the complete record of the case and is well conversant with the facts of the case. He is authorised to depose in the case vide Board Resolution dated 17.09.2024, copy of the same is Exhibit 'M1'. In his remaining testimony MW1 deposed the entire contents of the written statement which are not reproduced here in order to avoid repetition. MW1 supported his oral version with document Exhibit 'M2'.

13. From the oral as well as documentary evidence led by the parties, it come out that relationship of employer-employee between the management and workman is admitted, however the date of appointment of disputed. Workman has pleaded that he was appointed on 01.07.2015 at the post of Storekeeper-cum-Cashier, whereas the management in its written statement pleaded that the workman joined the services with the

management w.e.f. 15.07.2015. The workman's plea that he was appointed by the management Storekeeper on 01.07.2015 stands proved from cross-examination of MW1 who admitted as correct that workman Tipu Kumar was appointed on 01.07.2015.

14. Now the controversy is confined to the termination of services of the workman. Learned Representative for the workman argued that the workman was appointed on 01.07.2015 and remained in continuous employment up to 24.07.2020. On 25.07.2020 when the workman went to attend his normal duty, he was refused work by the management without assigning any reason & notice. On the other hand, Learned Representative for the management argued that from the date of appointment, workman worked till imposition of 1st lockdown due to COVID-19. The specific date until which the workman worked with the management has not been mentioned in the written statement. However, in reply dated 27.12.2022 / Exhibit 'M2' to demand notice filed by the management in proceedings before ALC-cum-Conciliation Officer, U.T. Chandigarh, it is mentioned that 1st lockdown commenced from 24.03.2020. Thus, from the pleadings of the written statement and reply to the demand notice / Exhibit 'M2', it can be assumed that as per the management, the workman worked up to 24.03.2020. To my opinion, the best evidence to prove the period of employment of the workman is the attendance record of the workman. In the present case, the management did not bring into evidence the attendance record of the workman. In the absence of the same, it could not be disbelieved that workman remained in continuous employment of the management w.e.f. 01.07.2015 up to 24.07.2020. Thus, the workman is proved to be in continuous service of the management for 240 days in 12 calendar months preceding termination on 25.07.2020. Thus, workman falls within the definition of 'continuous service' as defined in Section 25B of the ID Act. Once the requirement of Section 25B of the ID Act is fulfilled, the provisions of Section 25F of the ID Act is attracted, which lays down certain conditions precedent to the retrenchment of workmen. For better appreciation Section 25F of the ID Act is reproduced as below :-

"25F. Conditions precedent to retrenchment of workmen. - No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and
- (c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette]."

15. Learned Representative for the management argued that workman stopped reporting for duty. The argument advanced by Learned Representative for the management is devoid of merits. Non-reporting on duty at the most amounts to misconduct for which the management must initiate disciplinary proceedings against the workman. In the present case, MW1 in his cross-examination stated that no communication was sent to the workman for joining his duties, however, the workman was informed verbally as well as telephonically but he refused to join the duty by stating that he has started his own business. MW1 admitted as correct that nobody was witness to the communication between him and the workman. To my opinion, the abovementioned version of MW1 is non-trustworthy because no such plea is taken in the written statement or in reply to the demand notice / Exhibit 'M2'. In case the workman absented from duty, in that situation the management was required to issue him notice in writing requiring him to re-join but no such written communication is proved into evidence. Furthermore, MW1 in his cross-examination stated that no charge sheet was issued to the workman for not reporting for duty. No inquiry was conducted against the workman. No retrenchment

compensation was paid to the workman as his services were never terminated by the management. The above version of MW1 would prove that the management did not comply with the mandate of Section 25F of the ID Act. Thus, termination of services of the workman with verbal order dated 25.07.2020 is illegal. It is undeniable fact that last drawn monthly wages of the workman were ₹ 18,000/-.

16. Keeping in view the length of service and last drawn monthly wages, lump sum compensation would be the appropriate remedy. Consequently, the workman is held entitled to compensation of ₹ 65,000/-.

17. Accordingly, this issue is decided in favour of the workman and against the management.

Issue No. 2 :

18. Onus to prove this issue is on the management.

19. Admittedly, the workman joined with the management as Storekeeper. Thus, workman falls within the definition of the 'workman' as defined under Section 2(s) of the ID Act. AW1 when put to cross-examination by the management denied the suggestion as wrong that in August, 2020, when the hostel industry started functioning, the management contacted him to re-join duty and he refused. It is settled law that the suggestion denied by the witness is no evidence unless proved otherwise. The aforesaid suggestion would lead to the inference that the management is a hotel industry. Thus, management falls within the definition of 'industry' as defined under Section 2(j) of the ID Act.

20. The workman on aggrieved from illegal termination of his services raised demand notice under Section 2A of the ID Act. On failure of conciliation proceedings vide failure report bearing Memo No.280 dated 25.01.2023, the workman was left with no other option than to present the industrial dispute reference / claim statement under Section 2A(2) of the ID Act before this Tribunal / Court. Thus, workman has a valid cause of action and locus standi. The management-hotel situated within its territorial jurisdiction to try and decide the present matter. I do not find any defect so far maintainability of present claim statement / industrial dispute reference is concerned.

21. Accordingly, this issue is decided against the management and in favour of the workman.

Relief :

22. In the view of foregoing finding on the issues above, this industrial dispute is allowed. The workman is held entitled to compensation of ₹ 65,000/-. The management is directed to comply with the Award within three months from the date of publication of the same in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the abovesaid amount from the date of this Award till its actual realisation. Appropriate Government be informed. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152

Dated : 01.01.2025.

Secretary labour,
Chandigarh Administration.

CHANGE OF NAME

I, Naranjan Dass Chopra S/o Pritam Dass # 113, Sector 20-A, Chandigarh, have changed the name of my minor daughter from Himani Chopra to Himani.

[266-1]

I, Shipra Sharma Mahajan W/o Vaibhav Mahajan House No. 2119, Sector 38-C, Chandigarh, have changed my name from Shipra Sharma Mahajan to Shipra Mahajan.

[267-1]

I, Arvind Chhikara S/o Sultan Singh # 3342, HBC, Dhanas, Chandigarh, have changed the name of my minor daughter from Angel to Vanya.

[268-1]

I, Nitish Kumar S/o Rattan Kumar R/o # 2004, Sector 41-C, Chandigarh-160036, have changed my name to Nitish Rana.

[269-1]

I, Arun Chauhan S/o Raja Ram Chauhan # 2352, Sector 22-C, Chandigarh, have changed the name of my minor son from Abhay to Abhay Arun Chauhan.

[270-1]

I, Kshitij S/o Sh. Deep Kumar R/o 2589, Sector 19-C, Chandigarh, changed my name to Kshitij Bhardwaj.

[271-1]

I, Balbir Singh S/o Jeet Ram # 424, Kishangarh Chandigarh, hereby declare that my Pan card bearing number HKMPS5354G. My father's name wrongly mentioned as Ajit Singh but correct name of my father name is Jeet Ram. In future my father name may be treated as Jeet Ram for all purpose.

[272-1]

I, Sompal S/o Chetan Singh # 189, Sector 46-A, Chandigarh, is hereby declare that my name written as Som Pal in my Voter Card which may be correctly written as Sompal and my father's name is Chetan Singh and Chetan Ram is one and the same person.

[273-1]

I, Fool Kumari Residing at # 5433, Modern Housing Complex, Manimajra, Chandigarh-160101, have changed my name to Gaytri devi.

[274-1]

I, Mohd Saha Faishal S/o Mohd Islam R/o # 2011, New Indira Colony, Manimajra, Chandigarh, have changed my name to Mohd Faishal Saifi.

[275-1]

I, Anjali W/o Bhawani Ram R/o House No. 8, Sector 3, Chandigarh, have changed my name from Anjali to Anjali Devi.

[276-1]

I, Bhawani S/o Pani Ram R/o House No. 8, Sector 3, Chandigarh, have changed my name from Bhawani to Bhawani Ram.

[277-1]

I, Mahesh Kumar Sharma S/o Late Kamlesh Kumar R/o # 2606, Sector 20-C, Chandigarh, have changed my name from Mahesh Kumar Sharma to Mahesh Kumar. Concerned note.

[278-1]

I, Bagidi Mukesh S/o Bagidi Mukunda R/o # 399, Sector 25-D, Chandigarh, I have changed my son's name from Krish Bagidi to Bagidi Krish.

[279-1]

I, Surinder Kaur W/o Udhey Singh # 309/1, Sector 41-A, Chandigarh, have changed my name to Shinder Kaur.

[280-1]

I, Vishvajeet Singh Sidhu S/o Labh Singh R/o # 166, Kaimbwala, Chandigarh, have changed my name to Vishavjeet Singh Sidhu. for all purposes.

[281-1]

I, Geeta Devi W/o Rampal R/o H. No. 3106-A, Sector 28-D, Chandigarh, have changed my name from Geeta Devi to Gangotri Devi.

[282-1]

मैं, देव सिंह पुत्र मांगो जी निवासी 13, BDC, फेज-1, सैक्टर-26, चंडीगढ़, ने अपना नाम देव सिंह से बदलकर देव सिंह मांगो सोलंके रख लिया है।

[283-1]

I, Sangeeta W/o Basant # 2567, Sector 35-C, Chandigarh, have changed my name to Sanita.

[284-1]

I, Harmanjot Kaur @ Harmanjot Kaur Sidhu W/o Simrat Pal Singh Thind R/o House No. 5, Sector 8-A, Chandigarh, have changed my name from Harmanjot Kaur @ Harmanjot Kaur Sidhu to Harmanjot Kaur Thind.

[285-1]

I, Sunil Kumar Bedi S/o Sh. Sham Sunder Bedi R/o House No. 338, Ground floor, Sector 45-A, Chandigarh, have changed my minor son name from Gurbhaj Bedi to Gurbhag Bedi.

[286-1]

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